3350 Peachtree Road NE
Atlanta, GA
30326 United States

# NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made on _____ by and between [Seller], with its principal place of business at 3350 Peachtree Road NE, Atlanta, GA 30326.

("Disclosing Party"), and [Buyer], with its principal place of business at _____ ("Receiving Party"), collectively referred to as the "Parties."

The Parties wish to explore a potential business relationship involving the purchase of certain products by the Receiving Party from the Disclosing Party, and as a result, the Disclosing Party may disclose certain confidential information to the Receiving Party.

In consideration of the disclosure of such confidential information, the Receiving Party agrees to the following terms and conditions:

1. **Definition of Confidential Information:** "Confidential Information" means any and all information, whether oral, written, or in electronic form, that is disclosed by the Disclosing Party to the Receiving Party and is marked as confidential or proprietary or that the Receiving Party knows or reasonably should know is confidential or proprietary.

2. **Confidentiality Obligations:** The Receiving Party agrees to maintain the confidentiality of the Confidential Information and not to use or disclose such information to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the same degree of care in protecting the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

3. **Permitted Disclosures:** The Receiving Party may disclose Confidential Information to its employees, agents, or contractors who have a need to know such information for the purpose of evaluating the potential business relationship contemplated herein, provided that such employees, agents, or contractors are bound by obligations of confidentiality and nondisclosure no less restrictive than those set forth in this Agreement. The Receiving Party may also disclose Confidential Information as required by law or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy.

4. **Ownership of Confidential Information:** All Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. Nothing contained herein shall be construed as granting or conferring any rights, by license or otherwise, to any patents, trademarks, copyrights, or other proprietary rights of the Disclosing Party, whether now or in the future.

5. Term and Termination: This Agreement shall be effective as of the date first above written and shall continue in effect until the date that is two (2) to four (4) years from the date of disclosure of the Confidential Information. Upon expiration or termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information received from the Disclosing Party and shall provide the Disclosing Party with written certification of such destruction.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Switzerland, without regard to conflicts of law principles.

7. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties relating to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**DISCLOSING PARTY [Seller]:**

By: _____

Sign: _____

Date: _____

**RECEIVING PARTY [Buyer]:**

By: _____

Sign: _____

Date: _____

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